

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF MINNESOTA**

Gregory Scott
Edward A. Garvey
Marshall Johnson
LeRoy Koppendrayner
Phyllis Reha

Chair
Commissioner
Commissioner
Commissioner
Commissioner

In the Matter of a Commission Investigation Into
Qwest's Compliance with Section 271 of the
Telecommunications Act of 1996 that the
Requested Authorization is Consistent with the
Public Interest, Convenience and Necessity

PUC Docket No. P421/CI-01-1373
OAH Docket No. 6-2500-14488-2

**AFFIDAVIT OF
F. LYNNE POWERS**

I, F. Lynne Powers, being duly sworn, state:

1. I am the Executive Vice President of Customer Operations for Eschelon Telecom, Inc. ("Eschelon"). My areas of responsibility include provisioning, repair, and customer care.

UNE-Platform

2. In approximately mid-May of 2000, Eschelon began efforts to prepare to order from Qwest UNE-Platform ("UNE-P") lines. UNE-P is a combination of the following unbundled network elements ("UNEs"): loop, switching, and transport. At that time, Qwest did not provide information about feature availability with UNE-P on its web-site. Feature information is critical to developing and marketing a product. It took more than four months for Eschelon to extract that information from Qwest. When Eschelon finally obtained a list of available features, the list was incomplete and unclear.

3. In the absence of receiving a definitive list of available features for UNE-P from Qwest and in the process of compiling its own list of Universal Service Ordering Codes ("USOCs") for ordering, Eschelon attempted to test availability of various features and USOCs by placing trial orders (using employee lines) in Minnesota. Eschelon wanted to submit trial orders in additional states as well. But, at that time, Qwest would not accept orders for UNE combinations anywhere in its territory, except Minnesota, without a contract amendment. Qwest took this position even though Eschelon has an interconnection agreement with Qwest in every one of the states in which it operates¹ that

¹Eschelon does business within Qwest territory in Arizona, Colorado, Minnesota, Oregon, Utah, and Washington. Other than the information relating to the Minnesota UNE-P trial orders (and certain repair information discussed below), the information in this Affidavit (including that relating to UNE-E/UNE-Star) applies in each of these states.

requires Qwest to provide UNEs “in combination” in accordance with the Act, FCC rules, and state law.² In those states, Eschelon has opted in to interconnection agreements of AT&T Communications, Inc. (“AT&T”). Therefore, Eschelon, AT&T, and other opt-in Competitive Local Exchange Carriers (“CLECs”) should have been able to order UNE combinations pursuant to the terms of their existing interconnection agreements with Qwest. But, for many months, the only state in Qwest’s territory where Qwest would process orders for UNE combinations without a contract amendment was Minnesota. Although Qwest had previously required a contract amendment in Minnesota as well, Qwest changed its position after the Minnesota Public Utilities Commission issued a decision requiring Qwest to provide UNE Combinations.³

4. In Minnesota, where Qwest allowed Eschelon to submit UNE-P orders, the UNE-P trial orders resulted in denial and loss of features, including Qwest deletion of features without notice to Eschelon; unclear and changing processes; and customer-affecting service problems. Minnesota UNE-P trial order customers experienced:

- complete outages, with no dial tone, for a day or more
- inability to call out locally
- inability to place long distance calls
- loss of features
- inability to forward calls between central offices

5. The problems were too numerous to launch a product offering using UNE-P at that time, because doing so would not only have caused Eschelon to incur unnecessary expenses and delays but also exposed Eschelon’s end-user customers to these problems. Eschelon also could not afford to leave its Off-Net⁴ customer base on resale, which was prohibitively expensive. UNE combinations not only have lower prices than resale, but also they allow CLECs to collect switched access payments that, with resale, go to the incumbent. Although Eschelon had a contractual right to the lower

² See Eschelon-Qwest Interconnection Agreements: AZ, Part A, ¶ 21 & Att. 3, ¶¶ 3.3 & 18.1; CO Part A, ¶ 8.1 & Att. 3, ¶¶ 2.4 & 15.1; MN, Part A, ¶ 20 & Att. 3, ¶ 14.1; OR, Part A, ¶¶ 19 & 36 & Att. 3, ¶ 14.1; UT, Part A, ¶ 21 & Att. 3, ¶¶ 3.3 & 18.1; WA, Part A, ¶ 21.1 & Att. 3, ¶¶ 1.2.2 & 18.1; *see, e.g.*, Agreement for Local Wireline Network Interconnection and Service Resale Between Advanced Telecommunications, Inc. and U S WEST Communications, Inc., for the State of Arizona, Agreement No. CDS-000106-0212; Decision No. 62489 (Jan. 20, 2000) (“Agreement”). The Arizona Agreement, for example, deals specifically with issues such as the definition of “Combinations,” *see id.* Part A, p. 4; cooperative testing of combinations, *see id.* ¶ Att 3, Para 18.1; service order process requirements for combinations, *see id.* Att. 5, ¶ 2.2.2.1, and other issues.

³ See Order After Remand, *In re. the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications, Inc. and AT&T, MCI, MFS, and AT&T Wireless*, Docket No. P-421/CI-99-786 (March 14, 2000) (“MN Order After Remand”).

⁴ Eschelon has its own switches for providing voice service. When using its switches to serve its customers, Eschelon orders collocation, loops, *etc.*, from Qwest. In some cases (particularly when a customer is outside of the area served by Eschelon’s switch), Eschelon also orders UNE-E, UNE-P, or resale from Qwest to serve customers. Eschelon often refers to customers and lines served through Eschelon’s own switching facilities as “On-Net” or “On-Switch” and customers and lines served through UNE-E, UNE-P, or resale as “Off-Net.”

prices and the access payments, it found that the UNE-P combination was not, as a practical matter, available from Qwest at an acceptable level of quality.

UNE-Eschelon

6. Eschelon raised these concerns with Qwest.⁵ On November 15, 2000, Eschelon and Qwest executed an interconnection agreement amendment pursuant to which Eschelon could order another UNE combination, or “Platform,” which was also a combination of loop, switching, and transport. *See* Exhibit 1. Qwest initially referred to this product as UNE-Eschelon (“UNE-E”). Qwest presented UNE-E as being like UNE-P, except generally for pricing that includes a flat rate up to a certain number of minutes;⁶ the ability to order Qwest voice messaging and Digital Subscriber Line (“DSL”)⁷ (at retail rates); and inclusion of Eschelon’s existing resale base customers in the Platform product.⁸ Qwest said that, with UNE-E, Eschelon would be able to collect the switched access revenues that are unavailable with resale. Although switched access is also available with UNE-P, the problems described above with UNE-P remained unsolved. Instead of addressing those problems at that time, Qwest promised Eschelon that it would move Eschelon’s base of resale customers to UNE-E. To avoid the provisioning problems associated with submitting separate Local Service Requests (“LSRs”) for each line being converted from resale to a UNE combination -- such as the problems Eschelon had experienced when attempting to order UNE-P -- Qwest said that it would develop a tool to do the work on its side. With this tool, Qwest would convert Eschelon’s resale base to UNE-E, without the need for individual LSRs from Eschelon and without adverse customer impact.

7. Qwest said that it would not be able to complete the conversion of Eschelon’s resale base to UNE-E for a few months. Therefore, in the short-term, Qwest told Eschelon to order UNE-E through the existing resale process. *See, e.g.*, Exhibit 2 (email from Judy Rixe, Qwest’s then Account Manager for Eschelon). Qwest said that it would continue to bill Eschelon at the resale rates through the existing resale billing process. *See id.* Qwest said that Qwest Finance would then compare the end-of-month billed revenues to the UNE-E rates and pay Eschelon the difference. *See id.* After the

⁵ In addition, Eschelon described these problems in 55-page comments filed with the Arizona Corporation Commission on September 21, 2000. *See* Eschelon’s Comments Addressing UNE Combinations, *In re. U S WEST Communications, Inc.’s Compliance with § 271 of the Telecommunications Act of 1996*, Arizona Docket No. T-00000A-97-0238 (Sept. 21, 2000) (“Arizona UNE-P Comments”); *see also* Verification of Garth Morrisette (same).

⁶ *See* Exhibit 1 (UNE-E Amendment, Att. 3.2, pp. 9-10). Although UNE-E was supposed to be distinguishable from UNE-P because it is flat-rated, Eschelon later learned that UNE-P-Centrex is also flat-rated. *See* <http://www.qwest.com/wholesale/pcat/unepcentrex.html> (“Until Qwest systems are able to record and bill actual usage information, Shared Transport Originating MOU and Local Switching Originating MOU will be billed at a flat monthly rate based on assumed MOU.”). *See* excerpt attached as Exhibit 3.

⁷ Although Qwest now offers Qwest DSL with UNE-P lines (*see* Exhibit 8), at that time Qwest’s position was that a CLEC could not order DSL with UNE-P lines.

⁸ In the agreement, Qwest did not place limits on the conversion of Eschelon’s resale base to the new “Platform.” *See* Exhibit 1. Later, Qwest began imposing limitations, such as excluding certain features and lines from the conversion.

first few months, however, the ordering and billing processes were supposed to change to allow Eschelon to order UNE-E (not resale) and receive accurate UNE-E bills. *See, e.g., id.* (“Develop billing process for flat-rated UNE-Deal”). Although Qwest later pushed out its target dates for the promised changes, Qwest continued to represent that it was proceeding with changes to allow accurate UNE-E ordering and billing. *See, e.g.,* Exhibit 4 (email and memorandum from Freddi Pennington of Qwest).

UNE-Star

8. Shortly after agreeing to provide UNE-E to Eschelon, Qwest began to refer to UNE-E as “UNE-Star.” *See, e.g.,* Exhibit 2 (subject line of “UNE-Star Implementation”).⁹ Qwest said that it had formed an internal team of more than 35 Qwest representatives to implement the “new product.” *See, e.g., id.* Qwest referred to these representatives as its “UNE-STAR Implementation team.” *See, e.g.,* Exhibit 4. In many meetings, Qwest referred to UNE-Star as a Qwest “product.” Sometimes, Qwest applies a one-size-fits-all approach to “products” that does not account for contractual differences. Eschelon agreed to the UNE-E interconnection agreement amendment, *see* Exhibit 1, based on Qwest’s representations that UNE-E would have certain characteristics (such as feature availability and avoiding adverse customer impact). Eschelon expressed concern that it needed visibility into, and participation in, the UNE-Star product implementation to ensure that the product was implemented consistent with the promises made to Eschelon. Eschelon also believed that it could provide a valuable service to Qwest by providing CLEC input that would improve the product. But, Qwest did not allow Eschelon to meet with Qwest’s UNE-STAR Implementation team. Instead, Eschelon had to press Qwest service and product managers, as well as Information Technologies (“IT”) personnel, to provide information and updates to Eschelon about UNE-Star. *See, e.g.,* Exhibits 4 & 5. Qwest said that UNE-E and the UNE-Star product were the same. *See, e.g.,* Exhibit 5.

9. The process experienced many delays. *See, e.g.,* Exhibits 4 & 5. In the meantime, Eschelon had to devote resources to dealing with the UNE-E/UNE-Star problems that Qwest had agreed to solve. Now, I understand that Qwest has testified in the cost case that “we don’t have a product anywhere called UNE-Star” and that “you’re never going to see any offering for like a UNE-Star if that’s the name of an agreement. It’s not the name of one of our products.”¹⁰ These statements cause me to ask whether

⁹Qwest refers to the same product as “UNE Eschelon” (“UNE-E”) when provided to Eschelon; as “UNE-McLeod” (“UNE-M”) when provided to McLeodUSA; and otherwise as “UNE-Star.” *See* Qwest Corporation’s Verified Answer to the Complaint of the Minnesota Department of Commerce, *In re. Complaint of the Minnesota Department of Commerce Against Qwest Corporation*, Docket No. P-421/C-02-197, ¶ 7, p. 12 (March 1, 2002) [“Qwest Verified Answer”] (excerpt attached as Exhibit 6).

¹⁰ Cross-Examination of Kathryn Malone, Transcript Vol. 7, page 104, lines 23-24 & page 105, lines 5-7 (May 21, 2001), *In the Matter of the Commission’s Review and Investigation of Qwest’s Unbundled Network Element (UNE) Prices*, PUC Docket No. P-421/CI-01-1375. *See* excerpt attached as Exhibit 7. Ms. Malone testified that she is “Manager – Wholesale Markets” and that she is “responsible for Wholesale advocacy surrounding interconnection and resale of products and services” at Qwest. *See* Direct Testimony of Kathryn Malone, p. 2, lines 4-6 (March 18, 2002; same docket); excerpt attached as part of Exhibit 7. According to Ms. Rixe, “Wholesale Advocacy” and “Wholesale Marketing” were represented on the Qwest internal UNE-Star implementation team. *See* Exhibit 2.

Qwest ever intended to deliver on its promises to implement UNE-E/UNE-Star long-term product improvements, or whether Qwest was simply delaying Eschelon and causing Eschelon to expend resources on a claimed product that Qwest did not intend to deliver as promised.

10. As discussed, one of the advantages of the November 15, 2000, interconnection agreement amendment was supposed to be that Qwest would convert Eschelon's base from resale to UNE-E/UNE-Star without the necessity of Eschelon placing individual LSRs to convert each customer. Qwest never completed the physical conversion to UNE-E/UNE-Star, however, and the UNE-E/UNE-Star product suffers from its own problems. Now, a year and a half later, Eschelon has had to begin, at this late date, the process of placing individual LSRs to convert customers to UNE-P, due to billing, provisioning, and pricing issues with UNE-E/UNE-Star.¹¹ Although Eschelon has been entitled under its interconnection agreement to UNE-P pricing since before 2000, Eschelon will not receive the benefits of UNE-P pricing until the lines are converted. I estimate that it will take a minimum of seven months and eighteen full-time employees, as well as additional resources, to complete the conversion from UNE-E/UNE-Star to UNE-P. I have already hired 18 people for this purpose. Because we are moving a large number of lines to UNE-P, Eschelon must hope that Qwest has been forced to make sufficient improvements in the UNE-P product to allow the transition and the product to work much more smoothly than Qwest's attempt to provision UNE-P in 2000.

11. Although Eschelon has commenced a conversion of many of its lines to UNE-P, the vast majority of Eschelon's Off-Net lines are still priced according to the UNE-E/UNE-Star product. UNE-E/UNE-Star suffers from billing, provisioning, documentation, switched access, reporting, and repair problems.

Billing

12. Eschelon still receives resale bills for UNE-E/UNE-Star lines, instead of accurate UNE-E/UNE-Star bills. The UNE-E price must be determined to reconcile the resale bills to the UNE-E/UNE-Star price. This was supposed to be an interim process. Qwest said that Eschelon would continue to receive a resale bill until Qwest implemented a process for UNE-E/UNE-Star billing. *See, e.g.*, Exhibit 2. Initially, Qwest estimated that this process would be in place by the first quarter of 2001. But, the process was

¹¹ On March 1, 2002, Eschelon and Qwest entered into a Settlement Agreement. (Paragraph 6 of the Settlement Agreement provides that the Settlement Agreement will be filed with the state commissions in states where Eschelon is certified and has an interconnection agreement. Qwest is to take care of the filing.) Paragraph 3(f) provides that Qwest and Eschelon will form a team for the purpose of developing a plan "to convert UNE-E/UNE-Star lines to UNE-P." Eschelon has started to order UNE-P, and the conversion commenced in April and May of 2002. The conversion has not yet been completed. The lines that were expected to convert as a records only change were converted first. Those lines were on common blocks (so Eschelon had to issue only one order for the conversion of a number of lines). The more time-consuming conversions are other 1FB and Centrex business lines to UNE-P. It is early in the conversion process. Some customer-affecting problems have occurred during the migration of these lines. Although the number does not appear to be great at this early stage, each customer-affecting problem is a serious issue for us. Eschelon is continuing to monitor this issue to determine the cause and extent of any problems.

delayed. *See, e.g.*, Exhibit 4. The process is still not in place, and Eschelon continues to receive resale bills for UNE-E/UNE-Star lines today.

Provisioning

13. Qwest has provisioned the UNE-E/UNE-Star product using a manual process with a known 50% - 70% error rate. From August through October of 2001, Eschelon reviewed service order completion notices to identify order errors and identified an error rate of approximately 50%. Qwest rejected orders in error or removed features without Eschelon's knowledge, and Qwest's translations personnel were unfamiliar with the proper process for translating the UNE-E/Star product in the switch. Many of the errors resulted in adverse end-user customer impact (including repair issues, because the customers did not always experience the impact of the error until some time after the order activity). Eschelon objected to the adverse customer impact and the amount of resources that Eschelon had to expend on dealing with these errors. Eschelon was forced to escalate virtually every problem. In November of 2001, Qwest finally instituted a resource-intensive manual review of the UNE-E/UNE-Star service orders. I attended a meeting during which Toni Dubuque and Chris Siewart of Qwest told Eschelon that Qwest's error rate for UNE-E/UNE-Star service orders was approximately 70%. Qwest has not reported an error rate to Eschelon since then. Although the error rate is high, Qwest's internal review has substantially reduced the number of errors that adversely impact end-user customers. Some customer-affecting problems still occur, however.¹²

14. Eschelon was experiencing even more provisioning problems when first using UNE-E/UNE-Star. UNE-E/UNE-Star essentially provides Centrex functionality on a POTS product. Initially, Qwest required Eschelon to order the needed Centrex-line features on a 1FB. Significant problems arose when a customer was moving to UNE-E/UNE-Star from a Qwest 1FB, often because the features did not interact properly. Qwest told Eschelon that these problems would be addressed by ordering the 1FBs with Custom Calling Management System (CCMS). On July 31, 2001, Qwest and Eschelon entered into two amendments to the interconnection agreement (relating separately to recurring and non-recurring charges) to modify the product to allow ordering of 1FBs with CCMS. *See* Exhibit 1. These amendments were supposed to alleviate the provisioning problems without requiring a change in platform, for which Qwest charges higher rates. The majority of Eschelon's UNE-E/UNE-Star lines require use of 1FB with CCMS. After signing the Amendments, Qwest operational personnel informed Eschelon that CCMS is an old product that the product manager actually wanted to retire and that few people at Qwest are knowledgeable about it. This is consistent with the problems that Eschelon has experienced. Both the service order and the translations personnel at Qwest appear untrained to provide the UNE-E/UNE-Star product. Provisioning the product is requiring additional resources and manual effort by both Qwest and Eschelon. Qwest has indicated that UNE-E/UNE-Star orders will never flow through.

¹² Although Eschelon is converting lines to UNE-P, many lines will be on UNE-E for months as that process continues, and some lines will remain on UNE-E after the conversion (such as lines that Qwest deems "ineligible" for UNE-P, such as lines with Qwest voice mail).

Documentation

15. Other than some job aids, Qwest has provided little documentation to describe and support the UNE-E/UNE-Star product. UNE-E, or UNE Star, is not identified as one of the available “UNE-P products” in the UNE-P Product Description in Qwest’s Product Catalog on Qwest’s wholesale website. (*See* <http://www.qwest.com/wholesale/pcat/une.html>, p. 1, attached as Exhibit 8.) Because Qwest did not clarify the distinctions between the products in its materials, Qwest’s UNE-P announcements have caused confusion. Eschelon representatives, including myself, have had to ask Qwest whether UNE-P announcements (such as Qwest notices regarding systems changes) also apply to UNE-E/UNE-Star and, if so, how they apply. *See, e.g.*, Exhibit 5. As discussed, this was supposed to be a short-term problem, but Qwest has not delivered on all of its promises to implement the UNE-E/UNE-Star product. Some references to UNE-Star can now be found in the systems release notes on Qwest’s wholesale web page, but product notifications and training were not developed as indicated (*see, e.g.*, Exhibit 5).

Switched Access

16. Over a period of time, Eschelon complained to Qwest that Qwest was not providing complete and accurate records from which Eschelon could bill interexchange carriers access charges for UNE-E/UNE-Star customers.¹³ As an example, if a Qwest retail customer who has selected Qwest as the intraLATA toll PIC calls an Eschelon UNE-E/UNE-Star local customer, Qwest should provide a record of that intraLATA toll call to Eschelon, so that Eschelon can bill Qwest for terminating access. Eschelon needs an accurate report of switched access minutes of use (“MOU”), so that Eschelon may properly bill interexchange carriers for access. Qwest disputed Eschelon’s claims as to the vast majority of the missing minutes. Recently, after Eschelon’s agreement not to oppose Qwest in 271 proceedings or bring complaints terminated and Eschelon was allowed to raise this issue publicly, the number of minutes reported to Eschelon jumped significantly and became closer to the number of minutes that Eschelon has maintained it should have been receiving all along.¹⁴ The increase in number of minutes occurred very recently, and Eschelon does not know yet whether all of these minutes will be billable or whether this increase in the number of minutes will continue.

Reporting

17. Although the conversion from UNE-E (with resale billing) to UNE-P has only recently commenced, Qwest is already reporting Eschelon’s UNE-E/UNE-Star lines as UNE-P lines for purposes of the Regional Oversight Committee (ROC) Performance Indicator Definition (PID) data. Previously, Qwest reported these lines as business lines, which is how the lines appear on the bill received by Eschelon. In reviewing the PID

¹³ This is true for On-Net customers as well.

¹⁴ Although Qwest may claim that this is due to a change from use of an interim process to use of Daily Usage Files (“DUF”), Eschelon previously attempted to move off the interim process. Qwest asked Eschelon to return to the interim process, because the long-term process was not working at that time.

data recently, Eschelon found that Qwest's reporting of the lines changed from business lines to UNE-P lines in approximately November of 2001. *See* Exhibit 9.¹⁵ At that time, Qwest changed its reporting not only on a going forward basis, but also retroactively to January of 2001 so that months previously reported as business lines were then reported as UNE-P lines. *See id.* Eschelon was not notified in advance of this change.

18. Qwest is reporting a nearly perfect billing accuracy rate in the PID data. One hundred percent of the UNE-E/UNE-Star rates billed to Eschelon from Qwest for UNE-E/UNE-Star lines, however, are inaccurate, as discussed. If Qwest is able to report a nearly perfect billing rate under these circumstances, a legitimate question exists as to whether the measure accurately reflects the CLEC experience. Additionally, it is unclear whether the PID measures capture the UNE-E/UNE-Star problems that result from service order writing issues. Qwest is manually handling the UNE-E/UNE-Star orders, which means that a Qwest service order writer re-types the order after Eschelon has typed and submitted it. Orders submitted by Eschelon are often not typed correctly by Qwest's order writer. As a result, problems occur, such as features not being provisioned properly. When this happens, an Eschelon customer will report a trouble, because the feature is not working properly. Qwest will close the trouble ticket and indicate "No Trouble Found," because Qwest takes the position that the problem is a service order issue, even though Eschelon's initial order was submitted correctly. Therefore, the trouble does not appear to be captured in the PID data.

Repair (DSL)

19. On November 15, 2000, Qwest agreed to provide Qwest DSL (at retail rates) with UNE-E/UNE-Star. *See* Exhibit 1, Att. 3.2, ¶ III(D).¹⁶ Although Qwest allows Eschelon to order DSL with UNE-E/UNE-Star, Qwest is not prepared to deal with DSL repair issues. Qwest has said that it does not have back end system records containing the DSL technical information needed for repair for Centron/Centrex Plus lines with DSL. On June 5, 2002, Qwest Process Specialist Susie Wells confirmed this to Bonnie Johnson and Tina Schiller of Eschelon, who are both in my organization. Ms. Wells said that, when the service order is processed, the critical technical DSL information needed for repair drops off and does not populate in the Qwest back end systems. She said this information is lost and cannot be retrieved. Ms. Wells said that this problem occurs in Qwest's Eastern and Central billing regions. Those regions include Arizona, Colorado, Minnesota, and Utah, of Eschelon's states. This issue is of particular concern to

¹⁵ Although separate categories are used for other products (such as UNE-P-POTS), separate categories were not created for UNE-E products (such as UNE-E-POTS). *See* Exhibit 9. If Qwest is claiming that it included UNE-E lines with UNE-P lines because there was not a separate category, Qwest could have simply created another category, as it did with UNE-P-POTS.

¹⁶ Since then, Qwest has also made Qwest DSL available with UNE-P, including UNE-P-Centrex (and Centron). *See, e.g.,* <http://www.qwest.com/wholesale/pcat/unepcentrex.html> ("You may convert existing Qwest Digital Subscriber Line (DSL) to UNE-P Centrex with Qwest DSL service. You may also request the installation of new Qwest DSL service on an eligible and existing UNE-P Centrex, subject to loop qualification and availability.") (excerpt attached as part of Exhibit 8). Qwest (Susie Wells) has indicated that the DSL repair problem applies to both UNE-E and UNE-P.

Eschelon in Minnesota and Colorado, because of Eschelon's significant number of existing Centrex Plus/Centron lines in those states.

Due to this problem, when Eschelon calls the Qwest repair centers (general repair or DSL repair), the Qwest representative will have no repair record with the information needed to repair a trouble in the DSL portion of the line. The Qwest representative may not even know that the customer has DSL. At a minimum, the customer will experience delays, and Eschelon will have to expend resources on escalating and resolving the problem, if it can be resolved. The DSL may have to be re-installed, because the technical information about the existing DSL service is lost. Qwest has asked Eschelon to provide additional forecasting and conduct additional monitoring of repair issues because of this problem. This imposes extra resource burdens on Eschelon. More importantly, Eschelon's end-user customers will be adversely affected. Also, because Qwest wholesale repair for DSL with Centrex Plus/Centron lines is not truly available for UNE-E or UNE-P, due to the missing repair information, Eschelon is discouraged from selling DSL to its customers.

FURTHER AFFIANT SAYETH NOT.

Dated this 7th day of June 2002.

F. Lynne Powers

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

SUBSCRIBED AND SWORN TO before me this 7th day of June, 2002, by F. Lynne Powers who certifies that the foregoing is true and correct to best of her knowledge and belief.

Witness my hand and official seal.

Notary Public

My commission expires:
